

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FRANCHISE GROUP, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12480 (JTD)

(Jointly Administered)

Ref. Docket No. 590

**NINTH OMNIBUS ORDER, PURSUANT TO SECTIONS 105(a), 365(a),
AND 554 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS
TO REJECT CERTAIN UNEXPIRED EXECUTORY CONTRACTS,
EFFECTIVE AS OF THE REJECTION DATE**

Upon consideration of the motion (the “Motion”)² of the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) for the entry of an order (this “Order”), pursuant to sections 105(a), 365, and 554 of the Bankruptcy Code, authorizing the Debtors to reject those certain unexpired executory contracts (the “Rejected Executory Contracts”)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy’s Newco, LLC (5404), Buddy’s Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260); Franchise Group Newco BHF, LLC (4123); Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies “Plus”, LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors’ headquarters is located at 109 Innovation Court, Suite J, Delaware, Ohio 43015.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

set forth on Schedule 1 to this Order, effective as of December 31, 2024 (the “Rejection Date”); and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and adequate notice of the Motion having been given under the circumstances; and having determined that no other or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of these Chapter 11 Cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Executory Contracts, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. If the Debtors have deposited monies with a counterparty to a Rejected Executory Contract as a security deposit or other arrangement, such counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

4. Any person or entity that holds a claim that arises from the Rejected Executory Contracts must file a proof of claim based on such rejection on or before the date that is thirty (30) days after the entry of this Order.

5. Nothing in this Order shall impair, prejudice, waive or otherwise affect any of the rights of the Debtors or any other party to: (a) assert or contest that the Rejected Executory Contracts (i) were terminated on the Rejection Date, or (ii) are not unexpired executory contracts under section 365 of the Bankruptcy Code; (b) assert or contest that any claim for damages arising from the rejection of the Rejected Executory Contracts is limited to the remedies available under any applicable termination provisions of the Rejected Executory Contracts; (c) assert or contest that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise assert or contest any claims that may be asserted in connection with the Rejected Executory Contracts. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Rejected Executory Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Executory Contracts, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action. Additionally, all rights, claims, defenses, and causes of action of any counterparty to the Rejected Executory Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Executory Contracts, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action.

6. Nothing in this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter

or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

7. Nothing in this Order shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

8. The requirements in Bankruptcy Rules 6006 and 6007 are satisfied.

9. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Schedule 1

Rejected Executory Contracts¹

¹ Each, as may be amended, modified, or supplemented from time to time and together with any schedules thereto.

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement
1	A Team Sales, LLC	A Team Sales, LLC 2232 Kodiak Dr NE Atlanta, GA 30345 Attn: William K Butler	American Freight Outlet Stores, LLC	Confidential Agreement of Purchase and Sale, dated October 16, 2023
2	ADT Commercial LLC	ADT Commercial LLC PO BOX 872987 Kansas City, MO 64187	American Freight Group, LLC	Commercial Proposal and Sales Agreement, dated January 17, 2022
3	Agilence, Inc	Agilence, Inc 1020 Briggs Rd, Suite 110 Mount Laurel, NJ 08054 Attn: Craig Orr	American Freight, LLC	SOW, dated December 13, 2018
4	Albany Industries LLC	Albany Industries LLC 504 N Glenfield Rd New Albany, MS 38652 Attn: General Counsel	American Freight, LLC	Universal Terms and Conditions for Furniture and Mattress Supplier, dated March 17, 2022
5	Cramco Inc.	Cramco Inc. 2200 East Ann Street Philadelphia, PA 19134 Attn: Louis Cramer	American Freight, LLC	Universal Terms and Conditions - For Furniture and Mattress Supplier Use Only, dated February 21, 2022
6	Delta Furniture Mfg. LLC	Delta Furniture Mfg. LLC 292 Industrial Drive Pontotoc, MS 38863 Attn: Jeff Hamilton	American Freight, LLC	Universal Terms and Conditions - For Furniture and Mattress Supplier Use Only, dated March 02, 2022
7	Dunbar Security Products, Inc.	Dunbar Security Products, Inc. 8525 Kelso Drive, Ste L Baltimore, MD 21221 Attn: Paul Ohlson	American Freight Outlet Stores, LLC	Procurement Terms and Conditions, dated December 12, 2018
8	Electrolux Major Appliances, North America	Electrolux Major Appliances, North America 10200 David Taylor Drive Charlotte, NC 28262 Attn: VP-Sales	American Freight Outlet Stores, LLC	Universal Terms And Conditions, dated February 21, 2022
9	Elements International Group, LLC	Elements International Group, LLC 2250 Skyline Drive Mesquite, TX 74149 Attn: Richard Frankl	American Freight, LLC	Universal Terms and Conditions, dated June 13, 2022
10	Field Manufacturing Corporation	Field Manufacturing Corporation 2301 W 205th St Unit 106 Torrance, CA 90501 Attn: Patrick Field	American Freight Outlet Stores, LLC	Procurement Terms and Conditions, dated June 26, 2019
11	FlexPrint, Inc.	FlexPrint, Inc. 2845 N. Omaha St. Mesa, AZ 85215 Attn: President	American Freight Outlet Stores, LLC	Master Procurement and Service Agreement, dated June 12, 2015
12	Google LLC	Google LLC P.O. BOX 39000 SAN FRANCISCO, CA 94139 Attn: Philipp Schindler	American Freight, LLC	Video Incentive Program Addendum (Program Year 2024), dated March 05, 2024
13	GS Centennial LLC	GS Centennial LLC 3300 Enterprise Parkway Beachwood, OH 43015	American Freight Outlet Stores, LLC	Pylon Sign Agreement, dated September 27, 2023
14	Haier America Company, LLC	Haier America Company, LLC 1800 Valley Road Wayne, NJ 7470 Attn: John Paul Riley	Home & Appliance Outlet, LLC	SUPPLY AGREEMENT FOR OUTLET HOME APPLIANCES, dated May 09, 2016

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement
15	Kith Furniture	Kith Furniture 7155 State Highway 13 N Haleyville, AL 35565 Attn: Dylan Smith	American Freight, LLC	Universal Terms and Conditions, dated March 04, 2022
16	LG Electronics USA Inc.	LG Electronics USA Inc. 1000 Sylvan Avenue Englewood Cliffs, NJ 07632 Attn: Sam Kim	American Freight, LLC	SUPPLY AGREEMENT, dated July 01, 2021
17	Living Style (Singapore) Pte. Limited	Living Style (Singapore) Pte. Limited 3 Kallang Junction, #05-02 Singapore 339265	American Freight, LLC	Buying Agency Agreement, dated June 09, 2022
18	MMXXI Investments LLC	MMXXI Investments LLC 1754 Tuscan Ridge Cir Southlake, TX 76092-3458 Attn: Keith Zagar	American Freight, LLC	Universal Terms and Conditions, dated February 10, 2022
19	Nanshe Partners, LLC	Nanshe Partners, LLC 3102 E Mariposa Street Phoenix, AZ 85016 Attn: Dennis Williams	American Freight FFO, LLC	Project Management Proposal, dated April 12, 2023
20	PFW LLC	PFW LLC 1020 N Gloster St #147 Tupelo, MS 38804 Attn: Carolyn Cole	American Freight, LLC	Universal Terms and Conditions, dated March 15, 2022
21	Seminole Mfg	Seminole Mfg 274 Mackenzie Ave Ajax, ON L1S 2E9 Attn: Nicole Guanti	American Freight, LLC	Universal Terms and Conditions - For Furniture and Mattress Supplier Use Only, dated June 29, 2022
22	Whirlpool Corporation	Whirlpool Corporation 2000 North M-63 Benton Harbor, MI 49022-2693 Attn: David Whitehead	American Freight Outlet Stores, LLC	Amendment No. 4 to Supply Agreement for Outlet Home Appliances, dated January 01, 2022
23	Whirlpool Corporation	Whirlpool Corporation 2000 North M-63 Benton Harbor, MI 49022-2693 Attn: Brian Sarchett	American Freight Outlet Stores, LLC	Amendment No. 1 to Supply Agreement for Outlet Home Appliances, dated June 01, 2018
24	Whirlpool Corporation	Whirlpool Corporation 2000 North M-63 Benton Harbor, MI 49022-2692 Attn: Susan Hilsenbeck	American Freight Outlet Stores, LLC	Amendment No. 2 to Supply Agreement for Outlet Home Appliances, dated October 11, 2018
25	Whirlpool Corporation	Whirlpool Corporation 2000 North M-63 Benton Harbor, MI 49022-2692 Attn: General Manager, Sales and Marketing	American Freight Outlet Stores, LLC	Supply Agreement for Outlet Home Appliances, dated January 01, 2018
26	Whirlpool Corporation	Whirlpool Corporation 2000 North M-63 Benton Harbor, MI 49022-2692 Attn: James Koenig	American Freight Outlet Stores, LLC	Amendment No. 3 to Supply Agreement for Outlet Home Appliances, dated January 01, 2020